

33322

AGREEMENT FOR CONSULTANT SERVICES WITH THE NATIONAL DEVELOPMENT COUNCIL
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AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is made at Long Beach, California on the 1st day of October, 2013, by and between the CITY OF LONG BEACH ("City") and the NATIONAL COUNCIL FOR COMMUNITY DEVELOPMENT, INC., a New York not-for-profit corporation, dba The National Development Council ("CONSULTANT"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this AGREEMENT, CONSULTANT shall provide the City professional services as specified in Exhibit "A," entitled "Scope of Work," attached hereto and made a part hereof. Any changes made to Exhibit A must be mutually agreed upon by all parties.
2. **Payment.** City shall pay CONSULTANT for services rendered pursuant to this AGREEMENT at the times and in the manner set forth in Exhibit "B," entitled "Compensation." The payments specified in Exhibit "B" shall be the only payments to be made to CONSULTANT for services rendered pursuant to this AGREEMENT. The cost for the services rendered pursuant to this AGREEMENT shall be paid by the City. CONSULTANT shall submit all billings for said services separately to the City on a monthly basis. Payment shall be made within thirty (30) days of the receipt of the correctly formatted invoice pertaining to items approved by the City. The maximum annual obligation of the City under this AGREEMENT is \$46,000.00. Any increase or decrease in compensation necessitated either by any changes mutually agreed to in the scope of work described in Exhibit A or by any delay in performance due to circumstances beyond the control of the City or CONSULTANT must be negotiated and agreed upon in writing among the parties.
3. **Facilities and Equipment.** CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this AGREEMENT.
4. **Term.** The term of this AGREEMENT shall be for two years, from October 1, 2013 through September 30, 2015. At the sole discretion of the City, the term of this AGREEMENT may be extended if the City provides written notice to CONSULTANT.
5. **Indemnification.** CONSULTANT shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) CONSULTANT's breach or failure to comply with any of its obligations contained in this AGREEMENT, or (2) negligent or willful acts, errors, omissions or misrepresentations committed by CONSULTANT, its officers, employees, agents, subcontractors, or anyone under CONSULTANT's control, in the performance of work or services under this AGREEMENT (collectively "Claims" or individually "Claim"). City shall notify CONSULTANT of any Claim, shall tender the defense of the Claim to CONSULTANT, and shall assist CONSULTANT, as may be reasonably requested, in the defense. If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, CONSULTANT's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties. The provisions of this Section shall survive the expiration or termination of this AGREEMENT.
6. **Insurance Requirements.** CONSULTANT agrees to comply with City's insurance requirements, and shall provide City with certificates of insurance and endorsements at City's request.

Approval of insurance coverage does not, in any way, relieve the CONSULTANT of any liability.

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7. **Conflict of Interest.** CONSULTANT shall not enter into any contract or agreement during the performance of this AGREEMENT that will create a conflict of interest with its duties to City under this AGREEMENT.
8. **Independent Contractor.** At all times during the term of this AGREEMENT, CONSULTANT shall be an independent contractor and shall not be an employee of City. City shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this AGREEMENT, however, City shall not have the right to control the means by which CONSULTANT accomplishes services pursuant to this AGREEMENT.
9. **Licenses, Permits, Etc.** CONSULTANT represents and warrants to City that it has all professional licenses, permits, qualifications and approvals of whatsoever nature that are legally required for CONSULTANT to complete the scope of services. CONSULTANT represents and warrants to City that it shall, at its sole cost and expense, keep in effect at all times during the term of this AGREEMENT any licenses, permits, and approvals which are legally required for CONSULTANT to complete the scope of services.
10. **Standard of Performance.** CONSULTANT shall perform all services required pursuant to this AGREEMENT in a manner and according to the standards of highest quality.
11. **CONSULTANT No Agent.** Except as City may authorize in writing, CONSULTANT shall have no authority, express or implied to act on behalf of City in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this AGREEMENT, to bind the City to any obligation whatsoever.
12. **Termination by City.** Should City, at any time, become dissatisfied with CONSULTANT's performance under this AGREEMENT, it may terminate this AGREEMENT upon giving thirty (30) days written notice to CONSULTANT. In the event of such a termination, CONSULTANT shall be compensated for all reasonably satisfactory work completed at the time of termination.
13. **Best Efforts to Use Long Beach Businesses.** CONSULTANT shall use its best efforts to utilize Long Beach businesses for services, when necessary, to perform activities pursuant to this AGREEMENT.
14. **Assignment Prohibited.** No party to this AGREEMENT may assign any right or obligation pursuant to this AGREEMENT. Any attempted or purported assignment of any right or obligation pursuant to this AGREEMENT shall be void of no effect.
15. **Non-Discrimination/Fair Employment Practices.** In connection with performance of this AGREEMENT and subject to applicable rules and regulations, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, national origin, color, age, gender, sexual orientation, gender identity, AIDS, HIV status, handicap, or disability. CONSULTANT shall ensure that applicants are employed, and that employees are treated during their employment, without regard to these bases. These actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
16. **Notices.** All notices pursuant to this AGREEMENT shall be in writing and mailed, postage prepaid, first class mail or personally delivered as follows:

If to City: City of Long Beach Development Services
333 West Ocean Blvd., 3rd Floor
Long Beach, California 90802

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If to CONSULTANT: Mr. Scott Rodde
The National Development Council
1500 Third Street, Suite C
Napa, California 94559
FAX: 707-257-1500

17. **Integration Clause.** This AGREEMENT constitutes the entire agreement of the parties and may not be amended, except in writing signed by both parties.
18. **Severability Clause.** Should any provision of this AGREEMENT ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.
19. **Law Governing.** This AGREEMENT shall in all respects be governed by the law of the State of California.
20. **Exhibits.** The following exhibits are attached hereto and incorporated herein by reference:
 - A. Exhibit "A," entitled "Scope of Work"
 - B. Exhibit "B," entitled "Compensation"

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IN WITNESS WHEREOF, the parties have executed this AGREEMENT the day and year first above written.

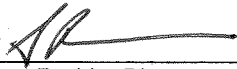
City:

CONSULTANT:

CITY OF LONG BEACH

THE NATIONAL DEVELOPMENT COUNCIL
a New York not-for-profit corporation

By:  Assistant City Manager
Its: City Manager

By:  _____
Scott Rodde, Director

A12-02105

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM

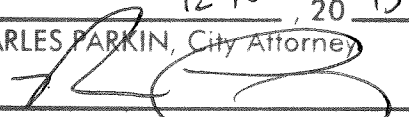
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CHARLES PARKIN, City Attorney
By:  _____
RICHARD ANTHONY
DEPUTY CITY ATTORNEY

Exhibit A

Scope of Services

A. General

CONSULTANT will be required to perform the tasks outlined in this section. The scope of services listed below is a guideline and not a directive of the exact items of work to be performed. The City expects the CONSULTANT to further define the approach of work to achieve the scope of services presented below. Assuming a commencement date of October 1, 2013, all services shall be completed by September 30, 2015.

B. Services

The following are seen as the basic services to be accomplished by CONSULTANT:

- 1) Consultant shall provide consulting services to City as requested by City from time to time. Such services may include underwriting and real estate negotiation services for various commercial redevelopment projects; and providing assistance in securing state and federal funding of various types to assist in the redevelopment process.
- 2) State and federal funding sources shall include:
 - a) Low Income Housing Tax Credits.
 - b) Historical Rehabilitation Tax Credits
 - c) New Markets Tax Credits
 - d) SBA 7(a) Loans including Grow Long Beach Fund
 - e) SBA 504 Loans
 - f) HUD CDBG Revolving Loan Funds
 - g) HUD Section 108 Loans
 - h) HUD CDBG Float Loans
 - i) 6320 Bonds
 - j) 501(c)(3) Bonds
- 3) CONSULTANT shall also make available to the City of Long Beach employees up to eight weeks of classroom training per year in NDC's Certified Economic Development and Housing Development Training Program at no additional cost.

Exhibit B

COMPENSATION

Payments for services rendered pursuant to this AGREEMENT shall be made monthly on a retainer basis for all services rendered and costs incurred by CONSULTANT. CONSULTANT shall submit all billings for said services separately to the City on a monthly basis. Payment shall be made within thirty (30) days of the receipt of a correctly formatted invoice. The total fees and costs payable hereunder shall not exceed \$46,000.00 payable at a rate of \$3,833.33 per month commencing on October 1, 2013.